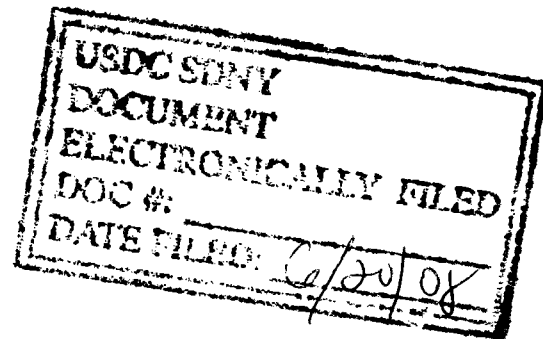


GOLDENSTEIN, J.



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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
Carla Romita, Lawrence Scuder, John Maniscalco,
and Allison A. Heaney, as TRUSTEES of the
NEW YORK OIL HEATING INSURANCE FUND,

Civil Action No.
07 CV 9820 (GWG)

Plaintiffs,

-against-

SETTLEMENT STIPULATION
AND ORDER

HOP ENERGY, LLC,

Defendant.

-----X

IT IS HEREBY STIPULATED AND AGREED, by and between the attorney for the plaintiffs and the attorneys for the defendant, all the parties to the above entitled action, that whereas no party hereto is an infant or incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of the action, the above entitled action is settled upon the following terms and conditions:

1. Defendant shall pay to plaintiffs the sum of \$10,000.00 upon execution of this agreement. Payment shall be made by good check, payable to Jeffrey S. Dubin, as

attorney, and sent to Jeffrey S. Dublin, Esq., 464 New York Avenue, Suite 100, Huntington, New York 11743. Payment shall be made no later than Monday, June 9, 2008.

2. Default by defendant is defined as the failure to make any required payment. Default is further defined as the dishonor of any check tendered as payment hereunder.

3. Upon default by defendant, defendant consents to the entry of a judgment against it without further notice, in the amount of \$17,188.00, plus interest of 18% per annum, plus penalties of 18% per annum and attorney's fees and costs, all as provided for by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. § 1001, *et seq.*, from the date the contributions were due, less any amounts paid hereunder, in the United States District Court for the Southern District of New York.

4. Plaintiffs agree that upon payment in full hereunder, plaintiffs' attorney shall forthwith prepare a Release of defendant.

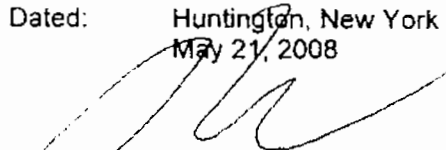
5. The Court shall retain jurisdiction of this matter for the purpose of enforcing the terms of this Settlement Agreement and any Order or Judgment resulting therefrom.

6. Either party may, without notice, submit this Agreement to the Court to be "so ordered."

7. The parties agree that the defendant has entered into this Stipulation for the purpose of resolving plaintiffs' claims without protracted litigation. The parties further agree that this Stipulation is made without prejudice to the parties' rights and defenses in any other matters or disputes between the parties, or between either of the parties and any third

parties.

Dated: Huntington, New York
May 21, 2008



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Dated: 5/21/08

SO ORDERED:


United States District Judge
Magistrate
6/20/2008